

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS       §

## VIDEO CAMERA SYSTEM AGREEMENT

This Video Camera Monitoring System Agreement ("**Agreement**") is entered into this 7th day of August 2015 ("**Effective Date**") by and between the Town of Addison, Texas (the "**City**") and Convergent Technologies LLC, a Delaware limited liability company ("**Convergent**") (the City and Convergent are sometimes referred to together herein as the "**Parties**" and individually as a "**Party**").

### Recitals:

1. The City is the owner of certain properties and facilities located within the Town of Addison, Texas, generally described as the Addison Police Department, Jail and Courts (the "**Police Department, Jail and Courts**") located at 4799 Airport Parkway, Addison, TX 75001.

2. The City heretofore investigated and determined the need for the purchase and installation of a video camera monitoring system (the "**Video Camera System**" or "**System**") for the purpose of monitoring the Police Department, Jail and the Courts. The Video Camera System includes video cameras, antennas, cables, video recording equipment, and other related equipment and materials, related software and licenses, and related installation training and support services.

3. The City is a member of the Texas Department of Information Resources ("DIR") cooperative purchasing program, which allows the City to purchase goods and services from approved DIR members in satisfaction of state purchasing laws.

4. Convergent is a DIR vendor and at the request of the City provided a Proposal, attached hereto as **Exhibit "A"**, and incorporated herein for all purposes, for the installation of the System pursuant to DIR-SDD-1724.

5. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services, as identified in the Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers. Convergent further warrants and represents that it is licensed by the State of Texas to provide the System and the services described in this Agreement.

6. The City's objectives in entering into this Agreement include, among other things, obtaining: (i) a high quality video monitoring and recording system for the Police Department, Jail and Courts; and (ii) a relationship with Convergent under which Convergent will be responsive to the requests of the City and to changes in technology and methods for providing the System. Convergent has thoroughly reviewed and analyzed the City's requisite current and future needs and requirements. Based on its review, Convergent has proposed a System to the City that Convergent represents has the capability to achieve those objectives. Convergent shall provide the System and services described in this Agreement in a manner that will best support

the City's ongoing objectives, considering the City's municipal status and the public constituency.

7. On the basis of and in reliance upon the inducements described above and in the Proposal and the representations and warranties made by Convergent in this Agreement, the City desires to engage Convergent to provide the System and perform the services described herein under the terms and conditions of this Agreement. The City has selected Convergent with the full expectation that Convergent will provide the System and services described herein in accordance with the performance levels and standards described in this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Convergent Technologies LLC hereby contract and agree as follows:

Section 1. **Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. **Video Camera Monitoring System**

A. ***Sale and Purchase.*** Subject to the terms, conditions, provisions, standards, and contingencies set forth in this Agreement, the City does hereby purchase from Convergent, and Convergent does hereby sell to the City, the Video Camera System as described in the Proposal.

B. ***Delivery and Installation.***

1. Upon the City giving written notice to Convergent to proceed with the System for the Police Department, Courts, and Jail (the "**Notice to Proceed**"), Convergent shall thereafter promptly provide and cause all of the Video Camera System equipment, materials and supplies (including, without limitation, all cameras, cables, antennas, and software described in the Proposal) (together, the "**System Equipment**") to be installed.

2. Convergent will retain risk of loss and damage for all Police Department, Courts, and Jail System Equipment while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Convergent of any Police Department, Courts, and Jail System Equipment) and installation. Convergent will be responsible for any damage caused by its officers, employees, contractors, subcontractors, agents, or representatives.

3. Convergent shall fully and finally complete to the City's satisfaction the installation of the System Equipment within ninety (90) days following Convergent's receipt of the Notice to Proceed. A list of requirements to be met and completed by Convergent under this Agreement is set forth in **Exhibit "B,"** attached hereto and incorporated herein for all purposes.

If required for the work and services of Convergent hereunder, Convergent shall promptly submit to the City for its review shop drawings, product data, samples and similar submittals, and the City shall promptly review and consider approval of such submittals.

Notwithstanding any other provision hereof, City's approval, acceptance, use of or payment for all or any part of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall in no way alter Convergent's obligations or the City's rights hereunder. Approval, acceptance, use of, or payment by City of or for any of Convergent's shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, shall not constitute nor be deemed a release of the responsibility and liability of Convergent, its owners, employees, subcontractors, representatives, agents and consultants for the accuracy and competency of the same, nor shall such approval, acceptance, use or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in any shop drawings, product data, samples, or similar materials, or any work or services hereunder or of the project itself or any portion thereof, it being understood that City at all times is relying on Convergent's skill and knowledge in preparing and performing the same.

4. Convergent will develop, in consultation with and subject to the approval of the City, an acceptance test plan outlining the scope of, process for, and criteria for testing of the System. The purpose of the acceptance test ("**Acceptance Test**") is to demonstrate that the System meets all of the System specifications and the terms and conditions of this Agreement. Convergent shall manage the Acceptance Test and shall have primary responsibility for the testing.

5. If, upon the completion of the Acceptance Test, the System or any part thereof does not meet all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, Convergent will correct the deficiencies and acceptance testing will be repeated to the extent necessary to demonstrate that the deficiencies have been corrected and approved by the City. If within ten (10) calendar days (unless further extended by the City) after the repeated testing the System still has not met all of the specifications and the terms and conditions of this Agreement to the City's satisfaction, the City may thereafter elect to exercise any of its remedies under Section 6 of this Agreement.

6. No use of the System or any portion thereof by the City prior to the Final Acceptance Date (as hereinafter defined) shall constitute an acceptance of the System, any component thereof, or any of Convergent's services. The City's acceptance of the System may include a "punch list" of non-conforming items that are not material to the System performance, and Convergent agrees to use commercially reasonable efforts to promptly address all items on the punch list.

C. ***Price and Payment; System Acceptance.***

1. **Price.** Subject to the terms, conditions, provisions, and contingencies set forth in this Agreement, Convergent will acquire, install, implement, warrant, and provide the services described in this Agreement related to the Video Camera System in accordance with this Agreement for the sum of One Hundred Thousand Five Hundred Eight Dollars and forty-three cents (\$100,508.43). (the "**System Purchase Price**").

2. Payment; System Acceptance. Payment by the City to Convergent shall be in accordance with the following:

(a) *Initial Payment.* Following the City's issuance of the Notice to Proceed, Convergent may thereafter submit to the City an invoice, in form and format satisfactory to the City, in the amount of Thirty Thousand One Hundred Fifty-Two and 53/100 Dollars (\$30,152.53), which amount represents thirty percent (30%) of the System Purchase Price. The City shall pay such invoice within thirty (30) days of its receipt of the invoice.

(b) *Payment following Delivery of System Equipment.* Upon delivery of all of the System Equipment to the location of the work, as certified to the City by Convergent in form and format as the City may require, Convergent shall submit to the City an invoice, which is in form and format satisfactory to the City, for Forty Thousand Two Hundred Three and 37/100 Dollars (\$40,203.37), which amount represents forty percent (40%) of the System Purchase Price. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice, the equipment, and the cost thereof. The City shall pay such invoice within thirty (30) days of its receipt of the invoice; provided the System Equipment has been properly delivered and is in good working order and to the City's satisfaction.

(c) *Remaining Purchase Price Amounts; Acceptance.* Upon:

(i) the completion of the installation of the System,

(ii) final completion of the Acceptance Test and any additional testing of the System to ensure that the System is fully functional and operates in accordance with this Agreement and as represented by Convergent and is to the City's satisfaction,

(iii) the completion of the start-up assistance and training for the System, and

(iv) the completion to the City's satisfaction of all of other terms and conditions of this Agreement relating to the installation of the System,

the City shall give written notice to Convergent that the System has been accepted (the date of such written notice being the "**System Final Acceptance Date**"). After its receipt of such written notice, Convergent shall submit an invoice to the City for Thirty Thousand One Hundred Fifty-Two and 53/100 Dollars (\$30,152.53), which amount represents thirty percent (30%) of the System Purchase Price, and the City shall pay the same within thirty (30) days following its receipt of an invoice which is in form and format satisfactory to the City. Such invoice shall include true and correct copies of any and all receipts, invoices, and other documents and materials in support of, and such additional documents, materials and information as the City may request in connection with, the invoice,

the System Purchase Price and the work performed and services provided by Convergent hereunder.

**Section 3. Insurance; Indemnity; Bonds.**

A. **Insurance.** At all times in connection with this Agreement, Convergent, at its own expense, shall purchase, maintain and keep in force, in a company or companies lawfully authorized to do business in Texas, such insurance as described and in the minimum amounts set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement) and products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the work and services under this Agreement.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, nonowned, and hired car coverage.

With reference to the foregoing insurance requirements, Convergent shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas ("Town of Addison" for the purposes of this section) shall be named as an additional insured with respect to General Liability and Automobile Liability, such additional insured status being with respect to liability arising out of the work and services of Convergent under this Agreement, but only to the extent of liabilities falling within the indemnity obligations of Convergent set forth in this Agreement.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officials, officers, employees, and agents, shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies must be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
6. All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Convergent may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
9. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
10. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the Town of Addison immediately upon execution of this Agreement (and, as needed, the same shall be updated and new certificates of insurance prepared, executed and delivered to reflect the renewal and/or continuing coverage of such insurance), and shall:
  - (a) List each insurance coverage described and required herein. Such certificates shall also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
  - (b) Specifically set forth the thirty (30) day notice-of-cancellation or termination provisions to the Town of Addison.
  - (c) Upon request, Convergent shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

**B. *CONVERGENT'S INDEMNITY OBLIGATION.***

1. **CONVERGENT AGREES TO AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, LIENS, PROCEEDINGS, DEMANDS, HARM, LOSSES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES, OF ANY KIND AND NATURE WHATSOEVER, MADE UPON OR INCURRED BY THE CITY AND/OR ANY OTHER INDEMNIFIED PERSONS, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), ARISING OUT OF, RESULTING FROM, RELATING TO, OR ATTRIBUTABLE TO: (A) THE WORK AND SERVICES TO BE PROVIDED BY CONVERGENT UNDER THIS AGREEMENT AS DESCRIBED IN SECTION 2, ABOVE, (B) ANY**

REPRESENTATIONS AND/OR WARRANTIES BY CONVERGINT UNDER THIS AGREEMENT, (C) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY CONVERGINT PERSONS (AS HEREINAFTER DEFINED) AND ANY THIRD PERSONS OR PARTIES, (D) ANY MALFUNCTION OF EQUIPMENT SUPPLIED BY CONVERGINT OR ANY OF CONVERGINT'S PARTIES, AND/OR (E) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY CONVERGINT OR BY ANY OF CONVERGINT'S OWNERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES, OR ANY OTHER PERSON OR ENTITY FOR WHOM CATERER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, AND SUBLICENSEES (COLLECTIVELY, "CONVERGINT PERSONS"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OR ANY OTHER OF THE INDEMNIFIED PERSONS, OR CONDUCT BY THE CITY OR ANY OTHER OF THE INDEMNIFIED PERSONS THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, CONVERGINT'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE INDEMNIFIED PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKEWISE, CONVERGINT'S LIABILITY FOR INDEMNIFIED PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO THE INDEMNIFIED PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

2. With respect to Convergent's indemnity obligation set forth in subsection (a) of this Section 3.B.1., Convergent shall have no duty to indemnify an Indemnified Person for any Claims caused by the sole negligence of the Indemnatee.

3. CONVERGINT SHALL PROMPTLY ADVISE THE TOWN OF ADDISON IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY INDEMNIFIED PERSONS RELATED TO OR ARISING OUT OF CONVERGINT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONVERGINT'S SOLE COST AND EXPENSE. THE INDEMNIFIED PERSONS SHALL HAVE THE RIGHT, AT THE INDEMNIFIED PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONVERGINT OF ANY OF ITS OBLIGATIONS HEREUNDER. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4. Notwithstanding any other provision of this Agreement, in no event shall either City of Addison or Convergent Technologies be liable one to the other for special, indirect, incidental or consequential damages, including commercial loss, or lost profits, even if either party has been advised of the possibility of such damages.

Section 4. **Warranty and Representations.**

A. Convergent warrants that its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in Convergent's line of business as of the time such services and work are provided. Convergent covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Convergent is informed of same. Convergent warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the Proposal, the Convergent Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other business.

B. Convergent warrants its service and work as described in this Agreement for a period of one (1) year from and after the System Final Acceptance Date. If, during such time period, any of Convergent's work is found to be not in accordance with the requirements of this Agreement or is otherwise defective or improperly constructed, Convergent shall correct it promptly after receipt of written notice from the City to do so.

C. Convergent warrants the System and all components thereof, including all equipment, will perform in accordance with the applicable specifications therefor. This warranty is for a period of one (1) year from and after the System Final Acceptance Date. This warranty does not include damage to equipment caused solely by weather, vandalism, modifications of equipment not authorized or performed by Convergent or its authorized subcontractor or representative, or equipment misuse by the City.

D. Convergent represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the equipment, materials, products, and other items to be delivered by Convergent hereunder. Convergent represents and warrants that it has clear title to and the right to sell or license any computer software, computer hardware and/or materials to be delivered hereunder. **CONVERGENT EXPRESSLY UNDERTAKES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FROM AND AGAINST, AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF COPYRIGHT OR TRADEMARK INFRINGEMENT FILED AGAINST THE SERVICES, EQUIPMENT, MATERIALS, OR PRODUCTS USED HEREUNDER, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS, EXCEPT TO THE EXTENT THE INFRINGEMENT IS DUE TO ANY SPECIAL DESIGN PROVIDED BY THE CITY OR ANY MODIFICATIONS PERFORMED BY THE CITY, WITHOUT CONVERGINTS CONSENT.**

E. In connection with this Agreement and prior to the System Final Acceptance Date, Convergent shall, with respect to the equipment, materials, and products described in this Agreement, assign to the City all benefits of the manufacturer's warranties on such equipment, materials, and products provided to the City, or any other guarantee which may apply to any such



products, if Convergent has such benefits, warranty or guarantee. Any third party warranties shall begin on the applicable Final Acceptance Date. In addition, Convergent represents that:

1. Any third party products shall be of satisfactory quality and fit for any purpose held out by Convergent and its subcontractors;
2. Such third party products shall comply in every material respect with any specifications, drawings, samples or description provided by Convergent, and its subcontractors; and
3. Such third party products shall comply with all statutory requirements and regulations and all codes of conduct relating to the sale of such products.

F. Convergent warrants that all work performed under this Agreement shall be free and clear of liens, claims, security interests or encumbrances in favor of Convergent, its subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Agreement. **CONVERGENT EXPRESSLY UNDERTAKES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FROM AND AGAINST, AT THE CONTRACTOR'S SOLE COST AND EXPENSE, AGAINST ANY AND ALL ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNIFIED PERSONS (OR ANY OF THEM) AS A RESULT OF LIENS FILED AGAINST THE WORK HEREUNDER, THE SITE OF ANY OF SUCH WORK, OR ANY OTHER PROPERTY OF THE CITY OR ANY THIRD PARTY, AND AGREES TO PAY ANY JUDGMENT OR LIEN RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS.** Convergent shall, in connection with its work hereunder, keep the premises, improvements, and property (whether real or personal) of the City and any third party free and clear of all liens.

G. Prior to execution of this Agreement, Convergent evaluated and satisfied itself as to the conditions and limitations under which their work is to be performed, including, without limitation, the location, condition, layout and nature of the site and surrounding areas.

H. Convergent represents and warrants that it is and shall be during all time of this Agreement duly organized, validly existing, and authorized to do business and in good standing in all applicable governmental jurisdictions (including, without limitation, the State of Texas) in which the failure to so qualify would have a materially adverse effect on Convergent's ability to perform its obligations hereunder.

I. There are no actual or threatened suits or claims pending that would affect Convergent's performance under this Agreement, including any suit or claim involving Convergent's right to grant a license to use any software hereunder.

J. The City shall quietly and peacefully possess all equipment, hardware, software, and other materials provided under this Agreement, and the City's right of quiet enjoyment and use and possession of the same will not be interrupted or otherwise disturbed by 'Convergent, its officers, directors, employees, agents, successors or assigns or any person, firm or entity asserting a claim under or through Convergent.

K. To the extent of any conflict between this Section and the Convergent Proposal, the terms of this Section shall control.

L. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, OR THE CONVERGENT PROPOSAL, NO FURTHER EXPRESS WARRANTIES OR GUARANTIES ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

**Section 5. Safety of Persons and Property; City's Right to Stop Work; Cumulative Rights; Time.**

A. In the performance of its work hereunder, Convergent shall take precautions for safety of, and shall provide protection to prevent damage, injury, harm or loss to:

1. employees on the work or other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Convergent or Convergent's subcontractors; and
3. other property at any work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. Convergent shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

C. Convergent shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, harm or loss.

D. Convergent shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

E. If Convergent fails to correct any of its work which is not in accordance with the requirements of this Agreement or fails to carry out or perform its work under this Agreement in accordance with this Agreement, the City, by written notice, may order Convergent to stop the work hereunder, or any portion thereof, until the cause for such order has been eliminated.

**Section 6. Termination; Damages.**

A. ***Termination for Convenience.*** The City, by written notice, may terminate this Agreement, in whole or in part at any time and for any reason whatsoever. Upon receipt of the termination notice, Convergent will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of the Agreement, if any), terminate all

subcontracts to the extent they relate to terminated work and, with the approval of City, settle all outstanding liabilities arising thereunder, deliver to City all equipment, materials, and products (including, without limitation, any computer hardware, software, and materials) in progress, and all applicable interests in and rights thereto, and complete performance of any work not terminated. City will pay Convergent for all equipment, materials, and products delivered and installed and all of Convergent's services properly provided and performed through the effective date of termination. In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent: (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred; and (ii) for any services of Convergent not yet rendered to the City.

**B. *Termination for Cause.***

1. The City may terminate this Agreement:

- (a) if Convergent refuses or fails to supply enough properly skilled workers or proper equipment or materials;
- (b) if Convergent fails to make payment to a subcontractor for materials or labor in accordance with the respective agreements between Convergent and a subcontractor;
- (c) if Convergent disregards laws, ordinances, or rules, regulations or orders of the City or any public authority having jurisdiction over the subject matter hereof;
- (d) if Convergent otherwise breaches any provision of this Agreement, including any standard or provision regarding the services to be provided to the City during any warranty period;
- (e) if a copyright infringement claim is brought against Convergent that prevents the City from using the System Equipment;
- (f) for the institution against Convergent, or against a parent company or companies of Convergent, of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that Convergent is insolvent or unable to meet its debts as they mature and the same is not satisfied or discharged within ninety (90) days after such filing;
- (g) for the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by Convergent, or adjudication as a bankrupt or insolvent in proceedings filed against Convergent;
- (h) for the appointment of a receiver or trustee for all or substantially all of the assets of Convergent;

(i) if Convergent fails after commencement of the work hereunder to proceed continuously and with due diligence with the installation, construction and completion of the work.

2. When any of the above reasons exist, the City, without prejudice to any other rights or remedies of the City and after giving Convergent and Convergent's surety, if any, at least five (5) days' written notice, may, terminate this Agreement and may, subject to any prior rights of the surety and in addition to any other rights or remedies of the City:

(a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the City; and

(b) finish the work by whatever reasonable method the City may deem expedient.

The cost to the City to finish the work shall be deducted from the System Purchase Price.

In the event of such termination, Convergent shall promptly repay the City any amounts paid by the City to Convergent (i) for equipment or materials not yet ordered or for which an obligation to purchase has not yet been incurred, and (ii) for any services of Convergent not yet rendered to the City.

**C. Termination for Failure to Pass Acceptance Test.** In the event the System or any portion thereof does not pass the System Acceptance Test, the City may, in its sole discretion and in addition to any other remedy hereunder, elect any of the following remedies:

1. Require continued refinement and retesting;
2. Accept the System with an equitable price adjustment for the non-conforming part of the System; or
3. Return the System, in whole or in part, and receive from Convergent a repayment of any funds paid to Convergent by the City under this Agreement and any damages resulting from the failure of the System to pass the Acceptance Test (and Convergent shall at its cost remove the System).

**Section 7. Documents.** To the extent of a conflict which cannot be reconciled (as determined by the City) between this Agreement and the Convergent Proposal, this Agreement shall control over the Convergent Proposal.

**Section 8. Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of Convergent, Convergent has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Agreement or any right, duty or obligation hereunder or any other part hereof without the prior written consent of the City, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio* and shall be cause for the City to immediately terminate this Agreement.

Section 9. **Venue; Compliance With Laws.** In the event of any suit or action under this Agreement, exclusive venue for all suits or actions shall be instituted and maintained in Dallas County, Texas. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

Convergent shall comply with and give notices required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Agreement.

Section 10. **Entire Agreement and Modification; Severability.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the Parties. Convergent shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

Section 11. **Survival; Rights and Remedies Cumulative; Waivers.** All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between City and Convergent shall survive completion of the work and services hereunder and termination of this Agreement. The rights and remedies provided by this Agreement are cumulative, may be pursued successively or concurrently as either party may elect, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the Parties or either of them may have in law, in equity, or otherwise. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party.

Section 12. **Independent Contractor.** Convergent shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Convergent performs the services and work which are the subject matter of this Agreement; provided always however that the services to be provided by Convergent shall be provided in a manner consistent with all applicable standards and regulations governing such services and work. In no event shall the City have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of Convergent hereunder.

Section 13. **Force Majeure.** In the event either the City or Convergent shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable

control of the Party obligated to perform and not be avoidable by diligence, the Party so delayed shall promptly give notice to the other Party, and thereupon performance of such act shall be excused for such period of delay.

Section 14. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery (including by reputable overnight carrier, such as Federal Express) to:

To the City:

Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

To Convergent:

Convergent Technologies  
2304 Tarpley Suite 124  
Carrollton, Texas 75006-2347  
Attn:  
Mike Brunsen

Notice shall be deemed to have been given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 15. **No Third Party Beneficiaries; Headings; "Includes"; No Waiver of Immunity.**

This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

Section 16. **Authority.** Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly


authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Charles Daniels, City Manager

**CONVERGINT TECHNOLOGIES LLC**

By: \_\_\_\_\_ 

Printed/Typed Name: Phil Kertz  
Title: General Manager

**EXHIBIT A**

[PROPOSAL]





## Security Proposal

**Date:** August 5, 2015

**Quotation:** 2011471896

**To:** Town of Addison

**Project:** Addison PD Video Upgrades + Adds  
REV6

FOB Shipping Point

**Attn:** Zeis Chen

**DIR-SDD-1724**

**From:** Convergent Technologies LLC  
Sean Hamilton  
sean.hamilton@convergent.com

**Mobile:** (469) 853-2807

**Direct:** (469) 568-7900

**Fax:** (469) 568-7901

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

## Security System Scope of Work

### Town of Addison Police Department IP Video Upgrades, 14 Camera Additions, and NTTA Encoders/Decoders 8/3/15 - Revision 6

Scope of work consists of replacing the existing (32) cameras at the Addison Police Department with (32) new Avigilon cameras and an additional (14) cameras per site walk with Zeis Chen with the Town of Addison. All new software and storage server is included in this scope as well. Convergent will re-use cabling that is in place at the existing IP camera locations and pull new Cat5e cable to the existing analog cameras. Convergent will demo all of the existing coax cabling for the analog cameras. New POE network switches and UPS battery back-up will be provided and installed. A Moxa IO Module will be installed to integrate with the "Man Down" System. The "Man Down" system will provide dry relay outputs to the Moxa IO module to allow for camera call up in the event of an alarm. Convergent will provide and install 4 - 40" TV's (including mounts) to display video in jail and dispatch.

### NTTA Encoders/Decoders

The intent of this proposal is to transmit the existing NTTA video feeds displayed on 2 monitors from the current Addison PD dispatch center to the new NTECC dispatch center via the network.

- Provide and install (2) Axis M7001 video encoders in the existing video rack provided by NTTA to tie into the existing video feeds
- Provide and install (1) Everfocus quad video multiplexer in the existing video rack to combine the (4) existing video feeds into (1) quad view
- Provide and install (2) Axis M7701 video decoders at the NTECC behind the new video display monitors being provided by others
- Pull new Cat5e cable from network switch to all new encoders and decoders
- Convergent will utilize the existing network switches at each location for connectivity (Addison PD and NTECC)

**USA:** Atlanta • Austin • Chicago • DC • Dallas • Denver • Houston • Los Angeles • Minneapolis • Nashville • New Orleans • NY • Portland  
Richmond • San Francisco • Seattle • Tulsa • Va. Beach • **CANADA:** Calgary • Edmonton • Fort McMurray • Lethbridge • Lloydminster • Vancouver

**Notes:**

- Network connectivity, switch ports, and static IP addresses to be provided by Addison and NTECC for NTTA Encoders/Decoders
- Analog video feeds from NTTA tunnel, fiber optic cabling and fiber video modules to be provided by others
- No warranty is included on existing equipment being provided by others
- Display monitors will be provided and installed by others

**DIR-SDD-1724****Clarifications and Exclusions**

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.



## Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Conduit and Boxes
/		Freight (prepaid)	/		Installation of Wire Hangers
	/	Applicable Taxes	/		Specialty Back Boxes
/		One-Year Warranty on Parts	/		Installation of Specialty Back Boxes
/		One-Year Warranty on Labor	/		Connection to Building Fire Alarm Panel
	/	Low Voltage Permits	/		Installation & Power of Control Panels
	/	Electrical Installation Permit	/		Installation & Power of CCTV Cameras
/		Engineering and Drawings	/		Installation & Power of Intrusion Panels
/		Record Documentation (As-Built)	/		Installation & Power of Intercom System
/		System Programming	/		Installation & Power of Video Recorders (DVR/NVR)
	/	Floor plan with device placement and numbering (requires customer CAD)	/		120 VAC Power Receptacles
	/	Door wiring typical connections	/		Lifts and Hoists
	/	Panel wiring point with to point connections	/		Floor Coverings for Lifts and Hoists
	/	Riser drawing with home run wiring	/		Fire Stopping (Excludes Existing Penetrations)
	/	Equipment rack layout drawing	/		Patching and Painting
	/	Panel Wall Elevation drawing (may require customer CAD)	/		Electrified Door Locking Hardware
	/	Authority having Jurisdiction permit drawing (requires customer CAD)	/		Additional Lighting Requirements for Cameras
/		Project Management	/		Ceiling Tiles and Ceiling Grid Repairs
/		Mounting/Termination of Proposed Devices	/		On-Site Lockable Storage Facility
/		Testing of all Proposed Devices	/		Vertical Core Drilling
/		Operations & Maintenance Manuals	/		Horizontal Core Drilling
/		Owner Training	/		Servers by Convergent
	/	System Meets Plans/Drawings	/		Loading Software on Customer Provided Computer
/		System is Design-Build	/		Servers by Others
	/	Payment & Performance Bonds	/		Workstations by Convergent
/		Installation of Wire and Cable	/		Workstations by Others

Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
<b>Addison Police Department Video Upgrade (Avigilon)</b>  <b>First Floor - Cameras</b>  <b>Clerk Area (3 Cameras)</b>					
1	3	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$2,150.67
<b>Convergint will utilize existing microphones</b>  <b>Police Entry</b>					
2	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<b>Jail Entry Hallway</b>					
3	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<b>West Side Lobby</b>					
4	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
<b>Court Room (2 Cameras and 1 Micropohone)</b>					
5	2	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens,IR illuminator	\$526.53	\$1,053.06
<b>Convergint will utilize existing microphone</b>  <b>Jail Holding Area (Replace 2 IP Cameras and 1 Analog Camera)(Re-use 2 Microphones)</b>					
6	3	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$2,150.67
<b>Booking Office - (1 New Camera)</b>					
7	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89

Town of Addison

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No	Qty	Part	Description	Unit Price	Ext. Price
			<b>Holdover Cell (Replace 1 Analog Camera)(Add 1 - ETS Microphone Interface)</b>		
8	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
9	1	SMEA-1	IP POE Camera Interface Box  In line adaptor for tapping power off Ethernet powered I/P cameras to supply power to ETS Sound Surveillance microphones, accessories and breakout box for terminating the microphone to the "microphone" or "line input" of IP cameras	\$90.28	\$90.28
			<b>Jail Cells (Replace 13 Analog Cameras with Vandal Domes and Pendant Adapters)</b>		
10	13	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$9,319.57
11	13	AXIS T91A63 CEILIN	Ceiling Bracket. 70 cm / 28 inch. For use with AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.	\$114.11	\$1,483.43
			<b>Property Room (Replace 1 Analog Camera)</b>		
12	4	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$526.53	\$2,106.12
			<b>Sally Port - Inside (Replace 2 Cameras)</b>		
13	2	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$1,433.78
			<b>Sally Port - Outside (Replace 2 Cameras)</b>		
14	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80



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No	Qty	Part	Description	Unit Price	Ext. Price
			<b>Police Entry Drive (Replace 1 Analog Camera)</b>		
15	1	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$838.40
			<b>Rear Parking Area</b>		
16	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80
			<b>Front Parking Area</b>		
17	2	3.0W-H3-DO1-IR	3.0 Megapixel WDR Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$838.40	\$1,676.80
			<b>Main Entry</b>		
18	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			<b>Court Room Entry Hallway</b>		
19	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			<b>2nd Floor Lobby</b>		
20	1	3.0W-H3-D1-IR	3.0 Megapixel WDR Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$716.89	\$716.89
			<b>Dispatch Camera</b>		
21	1	1.0-H3M-DO1	1.0 Megapixel (720p) Outdoor Micro Dome, 2.8mm f/1.6 lens	\$267.31	\$267.31
			<b>Shooting Range</b>		
22	2	1.0-H3-D1-IR	1.0 Megapixel (720p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$445.52	\$891.04
			<b>Armory</b>		
23	1	2.0-H3-D1-IR	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens, IR illuminator	\$526.53	\$526.53
			<b>Cable</b>		

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No	Qty	Part	Description	Unit Price	Ext. Price
24	8	VEX-555619	24-4P Unshielded Solid Plenum Cat5e Blue  <i>NTTA Camera Encoder/Decoder</i>  <i>Video Monitor Display #1 - Single Video Feed from NTTA with Sequenced Cameras</i>	\$206.56	\$1,652.48
25	1	AXIS M7001	1-channel video encoder. Dual streaming in H.264 and Motion JPEG; max. D1 resolution at 30/25 fps. Video motion detection. Power over Ethernet (IEEE 802.3af) only. NO midspan	\$238.77	\$238.77
26	1	AXIS P7701	1 channel network video decoder. Decodes H.264 and MPEG-4 Part 2 in max. D1 resolution at 30/25 (NTSC/PAL) fps and 720p in Motion JPEG. Decodes AAC, G726 and G.711 audio streams in mono. Supports video source sequencing. Power over Ethernet enabled. Includes power supply.  <i>Video Monitor Display #2 - (4) Video Feeds from NTTA with a 2X2 Multiplexed View</i>	\$478.49	\$478.49
27	1	AXIS M7001	1-channel video encoder. Dual streaming in H.264 and Motion JPEG; max. D1 resolution at 30/25 fps. Video motion detection. Power over Ethernet (IEEE 802.3af) only. NO midspan	\$238.77	\$238.77
28	1	AXIS P7701	1 channel network video decoder. Decodes H.264 and MPEG-4 Part 2 in max. D1 resolution at 30/25 (NTSC/PAL) fps and 720p in Motion JPEG. Decodes AAC, G726 and G.711 audio streams in mono. Supports video source sequencing. Power over Ethernet enabled. Includes power supply.	\$478.49	\$478.49
29	1	EP4CQVGA-4	Everfocus EP4CQVGA 4 Channel Color Quad Processor  <i>Server/Client/Software/Switches/UPS/Man Down Interface</i>  <i>Moxa IO Module</i>	\$157.53	\$157.53

Town of Addison

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No	Qty	Part	Description	Unit Price	Ext. Price
30	1	E2210-T	Moxa ioLogik - Ethernet Micro RTU Controller with 12 digital inputs and 8 digital outputs	\$451.39	\$451.39
			<b>Video Workstation and HDMI Extender's (Supports 4 HD Monitors)</b>		
31	1	4MN-HD-RMWS	Avigilon Control Center Professional high performance remote monitoring workstation with a second graphics card and processor for viewing on up to four monitors.	\$2,814.90	\$2,814.90
32	4	HHEX5E	Extends the signal of your Standard HDMI® cable 200 ft while using a CAT5E cable as transmission. Supports: 480p, 720p, 1080i, and 1080p Version: Standard HDMI®	\$121.55	\$486.20
			<b>Video Encoders and Decoders for Carrollton Dispatch Center</b>		
33	2	ION-E100-HD	Single Input HD H.264 Video Encoder with POE(HDMI)	\$747.97	\$1,495.94
34	2	ION-R100	HD H.264 Video Decoder with POE (HDMI and BNC)	\$725.81	\$1,451.62
			<b>Video Monitors and Wall Mounts</b>		
35	4	NS-40D510NA15	Insignia 40" LED HDTV 1080P	\$405.39	\$1,621.56
36	4	VB60C-B	Cantilever TV Wall Mount fits up to 42" TV's	\$81.01	\$324.04
			<b>UPS</b>		
37	1	SU1400RMXLB3U	APC Smart-UPS RM 1400VA XL - UPS ( rack-mountable ) - AC 120 V - 1.05 kW - 1400 VA - 6 output connector(s) - 3U	\$1,090.28	\$1,090.28
			<b>POE Network Switches</b>		
38	3	DES-1210-28P	D-Link 24 Port POE Switch	\$451.39	\$1,354.17
			<b>Network Video Recorders</b>		
39	2	15.0TB-HD-NVR2	HD NVR, 15.0 TB Storage, 2U Rack Mount	\$9,445.12	\$18,890.24
			<b>Software</b>		





# Convergent Technologies LLC

2304 Tarpley Ste. 124

Carrollton, TX 75006

(469) 568-7900 Fax (469) 568-7901

Town of Addison

2011471896

No	Qty	Part	Description	Unit Price	Ext. Price
40	2	16C-ACC5-ENT	ACC 5 Enterprise license for up to 16 camera channels and unlimited viewing clients	\$3,641.15	\$7,282.30
41	2	8C-ACC5-ENT	ACC 5 Enterprise license for up to 8 camera channels and unlimited viewing clients	\$1,855.00	\$3,710.00
			<b><u>Avigilon Discount</u></b>		
42	1	AVIGILON DISCOUN	Avigilon Discount - Crandall ISD - Software Only.	-\$2,206.16	-\$2,206.16
			Equipment Total		\$75,087.39
			Installation		\$25,421.04
			Total		\$100,508.43

**Project Investment**

**Total Project Investment:**

**\$100,508.43**

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,



Convergent Technologies

Sean Hamilton

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

\_\_\_\_\_  
Customer Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

UNITED STATES • CANADA • ASIA PACIFIC

**EXHIBIT B**

[LIST OF REQUIREMENTS]

# VIDEO SURVEILLANCE – CONTROL AND MANAGEMENT SYSTEMS

## PART 1 GENERAL

### 1.1. SUMMARY

- A. This Section specifies the minimum requirements for the Town of Addison VMS Upgrade. This Security Video Surveillance System shall include but is not limited to the following:
  - 1. Network Video Management Software (NVMS)
  - 2. Network Video Recording Hardware (NVR)

### 1.2. SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

- A. Product Data
  - 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.
- B. Proposal Delta
  - 1. It is the duty of the contractor to provide a working system.
- C. Qualification Statements
  - 1. Manufacturer
    - a. Submit confirmation and details of manufacturer's warranty, extended warranty, and replacement policies.
  - 2. Contractor
    - a. Submit confirmation that contractor is licensed to install video surveillance and security equipment as required by the authority having jurisdiction.
    - b. Submit history of contractor certification(s) for items in this section.
    - c. Submit references with contact information where contractor has installed items in this section.

### 1.3. QUALITY ASSURANCE

- A. Qualifications
  - 1. Manufacturer
    - a. Manufacturer shall have been in business for more than 5 years.
  - 2. Installers
    - a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
    - b. Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

### 1.4. WARRANTY

- A. The Contractor shall provide a single written document outlining the warranty of the manufacturer(s) product and the contractor's installation, on a single document. The document shall warrant complete

Town of Addison PD VMS Upgrade  
Addison, TX

installation of all services and equipment to be free from defects in materials and workmanship for a period of no less than 1 year, starting with the date of Final System Acceptance.

## PART 2 PRODUCTS

### 2.1. NETWORK VIDEO MANAGEMENT SERVER(S)

A. Acceptable Manufacturer(s):

1. Avigilon 15.0TB-HD-NVR2
2. The Performance requirements for the VMS server are as follows:
  - a. Form Factor: 2U Rack Mounted
  - b. Processor: Quad Core 2.0 GHz
  - c. System RAM: 4 GB
  - d. Hard Drive: SATA-II 7200 RPM Enterprise Class
3. Internal Storage Hard Drive(s): SATA-II 7200 RPM in RAID5 configuration
  - a. Storage calculations shall be included in proposal
  - b. 15TB internal usable storage shall be included
  - c. At least two Network Interface(s): minimum 1GbE per port

### 2.2. NETWORK VIDEO MANAGEMENT WORKSTATION(S)

A. Acceptable Manufacturer:

1. Avigilon 4MN-HD-RMWS

B. The Performance requirements for the VMS workstation are as follows:

1. Form Factor: Desktop
2. Processor: Intel® Dual Core Xeon 2.0 GHz
3. System RAM: 2 GB minimum
4. Hard Drive: SATA-II 7200 RPM
5. Network Interface: 1x1GbE minimum
6. Video Card: PCI Express, DirectX 10.0 compliant with 256 MB RAM (NVIDIA GeForce 600 series or better)

### 2.3. NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

A. Acceptable Manufacturer:

1. Avigilon™ Control Center 5.6

B. Contractor shall provide all applicable Network Video Management Software (NVMS) modules and licenses required to provide a complete and fully functional integration.

C. The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements:

D. The design and performance requirements for the NVMS software are as follows:

Town of Addison PD VMS Upgrade  
Addison, TX

1. The NVMS shall be available as a stand-alone software offering or pre-loaded on turn-key workstations and servers running Microsoft Windows with configurable storage.
2. The NVMS shall be an enterprise level software solution that shall be scalable from one client, server and camera up to:
  - a. 100 servers per Site.
  - b. 128 cameras per server or 20,000 cameras per Site
  - c. Indefinite number of concurrent client to Site connections, limited only by the bandwidth capability of the network and server.
3. The NVMS shall consist of server software applications and client software applications.
4. The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS.
  - a. The NVMS mobile client shall be supported by:
    - 1) Android mobile devices
    - 2) Apple mobile devices.
  - b. The NVMS thin web client shall be supported by:
    - 1) Internet Explorer, Chrome, and Firefox web browsers on Windows desktops.
    - 2) Safari, Chrome, and Firefox web browsers on Macintosh desktops.
5. The NVMS shall be available in the following languages:
  - a. English
6. The NVMS shall permit server and client software applications to be installed and run on both the same computer or on separate computers.
7. The NVMS shall support storage and processing of video and audio.
  - a. Audio and video must be recorded natively from the camera with no transcoding.
  - b. Audio and video must be synchronized regardless of frame-rate, resolution or bitrate.
8. The NVMS shall support High Definition Stream Management (HDSM)<sup>™</sup> architecture which includes:
  - a. Support for industry standard compression formats including but not limited to:
    - 1) JPEG2000
    - 2) MJPEG
    - 3) MPEG-4
    - 4) H.264
  - b. The client and server machine shall communicate resolution real estate such that the server machine acts as a video proxy and shall know the maximum monitor resolution supported by the client machine.
  - c. Support for reducing the required client bandwidth and processing power of a megapixel video stream by transmitting only the fraction of the video stream that is visible in the video display tile. (e.g. If a user is viewing a 5MP camera in a 352x240 resolution tile then a CIF representation of the 5MP image shall be transmitted).
  - d. Support for reducing the required client bandwidth and processing power of a multi-megapixel video stream by transmitting only the relevant portion(s) of the whole scene when the client is zoomed-in to view only a portion of the scene.

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- e. Support for "data-aging", enabling a low quality and high quality stream to be recorded under the same logical ID. After an administrator defined period of time, the higher stream would be deleted and the lower stream would remain until the end of the desired retention period.
  - 1) The NVMS shall provide the ability to reduce the image rate of recorded JPEG and JPEG2000 video over time as a means of increasing record time. The image rate can be reduced to one half or one quarter of the original image rate. This setting can be configured separately for each JPEG and JPEG2000 video source.
  - 2) The NVMS shall provide the ability to record and maintain a primary and secondary video stream for a set amount of time before the primary stream is discarded as a means of increasing record time. This setting can be configured separately for each H.264 video source.
- f. High Definition Stream Management (HDSM) shall be supported for local users, remote users and mobile devices.

**PART 3 PROJECT SPECIFIC REQUIREMENTS - TOWN OF ADDISON**

- 3.1. The contractor is to provide video management system software to town of addison provided either physical host servers or virtual host in a vmware environment. The contractor must coordinate server requirements as well as operating system requirements for the video management system with the town's it department. The storage need to be able to retained all the videos for the last 90 days.
- 3.2. Coordinate implementation of video management system provided to ntecc's lan/wan from addison to allow remote viewing from authorized workstations utilizing the correct viewing software and access information.
- 3.3. Provide rack mounted video encoders/decoder for all cameras at police and ntecc.
- 3.4. Remove decoders connected to existing analog and ip cameras. Program all new ip camera to new video management system either to ntecc or current dispatch center and jail.
- 3.5. Provide client workstation software for monitoring and viewing capabilities.
- 3.6. Provide software/hardware interface to the man down system (a moxa io module will be installed to integrate with the "man down" system.), including include software/hardware interface programming for alarm call up of cameras on the predefined alarm events showing pre-alarm event and post alarm event recording. The "man down" system will provide dry relay outputs to the moxa io module to allow for camera call up in the event of an alarm to appropriate personnel.
- 3.7. Schedule work to ensure no down time for viewing or recording of cameras during hours of operation.
- 3.8. Provide mobile device control and viewing capabilities on a maximum of 5 mobile tablets or 5 smart phones concurrently.
- 3.9. Coordinate with the town of addison to decommission and remove existing vss head-end equipment as new equipment is installed and brought online.
- 3.10. THE CONTRACTOR TO PROVIDE TOWN OF ADDISON WITH SHOP DRAWINGS
  - A. Device placement on floor plans.
  - B. Point-to-point diagrams: Including wiring, point of connection and interconnecting devices between the following:

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C. Video Surveillance System, monitors, and recording equipment

- 3.11. Contractor to provide and install (2) Axis m7001 video encoders in the existing video rack provided by NTTA to tie into the existing video feeds from the NTTA tunnel.
- 3.12. Contractor to provide and install (1) Everfocus quad video multiplexer in the existing video rack to combine the (4) existing video feeds into (1) quad view.
- 3.13. Contractor to provide and install (2) Axis m7701 video decoders at the NTECC behind the new video display monitors being provided by others.
- 3.14. Prior to completion of project, meet with Town of Addison to provide training criteria for each user level (user, supervisor and admin level).